

A. G. Contract No. KR892736TRD
ECS File: JPA-89-146
Project: Realign/Reconstruct SR66
Section: SR-66 to I-40

H 300B o/c
M-951-4-501

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 3 AUGUST, 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF KINGMAN, acting by and through its City Council (the
"City").

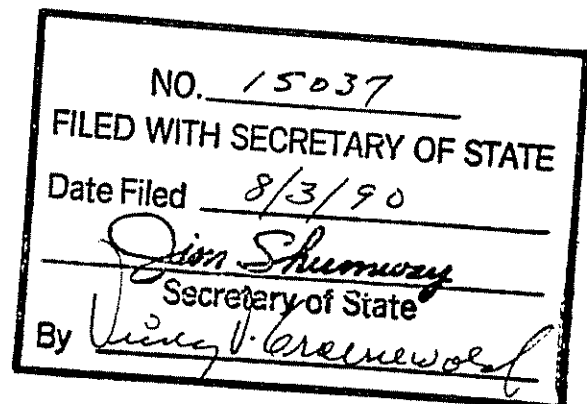
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. State and City desire to improve SR 66 from its
intersection with Armour Avenue southwest to the end of the
closed median at I-40, to include roadway realignment and
reconstruction of Armour Avenue between SR-66 and Townsend
Street, and appurtenant sidewalk construction along SR-66, for
the benefit and safety of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. City will:

a. Provide all engineering, design and specification documents necessary for the project. Incorporate State's review comments.

b. Be responsible for project costs in excess of \$100,000 and any contractor claims for extra compensation due to delays or whatever reason attributable to City.

c. Accept jurisdiction for, and provide maintenance to the improvements, including Armor Avenue, Townsend Street and Beverly Avenue from Townsend Street to Fairfax Street upon completion of the project.

2. State will:

a. Review design documents and provide comments as appropriate.

b. Acquire any required additional right of way.

c. Participate in the cost of the project in an amount not to exceed \$100,000 including right of way costs, if any.

d. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to contractor. Be responsible for any contractor claims for extra compensation for delays or whatever reason attributable to State. Upon completion, approve and accept the improvements, and, abandon jurisdiction and maintenance responsibility for Armour Avenue, Townsend Street and Beverly Avenue from Townsend Street to Fairfax Street to the City.

e. Conduct periodic traffic studies at the SR-66/Armour Avenue intersection to assess the requirement for a traffic signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Kingman
City Manager
310 North 4th Street
Kingman, AZ 86401

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

STATE OF ARIZONA

Department of Transportation


By Charles S. Anderson
Mayor
Title

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 14th day of November 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities to construct improvements to SR-66 between SR-66 and I-40, to include realignment, reconstruction and installation of sidewalks.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 602 • 753-5561

10. Agrmt. #JPA 89-146/ADOT/Realign/reconstruct SR66 - SR66 to I-40
Manager Sorensen said that this is a result of work the staff has been doing with ADOT for safer pedestrian and traffic conditions on Andy Devine from I-40 towards the airport. He said the Street Lighting District is also part of this. He briefly reviewed the terms of the Agreement. A MOTION by Schrimsher to approve the Agreement and authorize the Mayor to sign it was SECONDED by Wienke, and the members VOTED unanimous approval.

STATE OF ARIZONA)
COUNTY OF MOHAVE :
CITY OF KINGMAN)

I, Dorothy Helmer, City Clerk of the City of Kingman, Arizona, do hereby certify that the foregoing is a true and correct

excerpt from the
minutes of the
REGULAR COUNCIL MEETING OF THE CITY OF KINGMAN
held on
Monday, March 5, 1990

on file in my office.

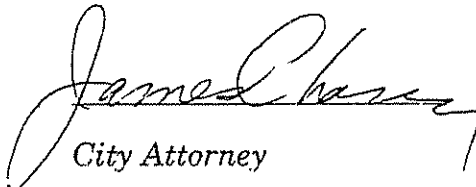
WITNESS MY HAND and the SEAL of the CITY OF KINGMAN, Arizona, this the 6th day of March, 1990.

Dorothy Helmer
Dorothy Helmer, City Clerk
of the CITY OF KINGMAN, Arizona

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of July, 1990.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR89-2736-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of July, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH
Chief Counsel
Transportation Division